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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE ROE,

Plaintiff,

v.

FIRST ADVANTAGE BACKGROUND
SERVICES CORP.,
FIRST ADVANTAGE BACKGROUND
SERVICES CORP. *as post-merger successor in
interest to Verifications, Inc.*, and
DOES 1-10,

Defendants.

Case No. 3:16-cv-05801-WHO

FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF

1. Cal. Civ. Code § 1786.20(b)
2. Cal. Civ. Code § 1785.14(b)
3. Cal. Civ. Code § 1786.28(b)
4. Cal. Civ. Code § 1785.18(b)
5. Cal. Civ. Code § 1786.18(c)
6. Cal. Civ. Code § 1786.10(a)
7. Cal. Civ. Code § 1785.10(a)
8. Cal. Civ. Code § 1786.24(a)
9. Cal. Civ. Code § 1786.24(g)
10. Cal. Civ. Code § 1785.16(d)
11. Cal. Bus. and Prof. Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

Jury Trial Set: April 9, 2018

1 Plaintiff Jane Roe, based on information and belief, alleges as follows:

2 **PARTIES**

3 1. Plaintiff Jane Roe¹ is an individual and at all relevant times mentioned herein was a
4 resident of Alameda County, California.

5 2. Plaintiff is informed and believes and on that basis alleges that Defendant First
6 Advantage Background Services Corp. (“First Advantage”) is and at all times mentioned herein was
7 a corporation organized and existing under the laws of the State of Florida.

8 3. Plaintiff is informed and believes and on that basis alleges Verifications, Inc.
9 (“Verifications”) was a wholly-owned subsidiary of First Advantage and a corporation organized
10 under the laws of the State of Minnesota until it merged into First Advantage around June 2015.
11 First Advantage assumed all liabilities of Verifications, Inc. in the merger, and is being sued here as
12 “First Advantage Background Services Corp. *as post-merger successor in interest to Verifications, Inc.*”

13 4. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
14 DOES 1-10, inclusive, and therefore sues these defendants by these fictitious names. Plaintiff is
15 informed and believes and on that basis alleges that each of these fictitiously-named defendants
16 contributed to and are liable for the injuries to Plaintiff that are alleged in this complaint.

17 5. Plaintiff is informed and believes and on that basis alleges that, at all times herein
18 mentioned, Defendants DOES 1-10 were agents of each other and of the named Defendant(s) and,
19 in doing the things alleged in this complaint, were acting in the scope of such agency and with the
20 permission and consent of Defendant(s).

21 **JURISDICTION**

22 6. Defendants removed this action to this Court on the basis of diversity of citizenship
23 under 28 USC § 1332. The amount in controversy exceeds \$75,000, exclusive of interest and costs,
24 and the action is between citizens of different states.

25
26 ¹ Plaintiff is filing anonymously to protect her right to privacy regarding a criminal case that was set
27 aside and vacated pursuant to California Penal Code section 1203.4. *See Doe v. Lincoln Unified Sch.*
28 *Dist.*, 115 Cal. Rptr. 3d 191, 196-97 (Cal. Ct. App. 2010) (describing the increasing judicial use
of fictitious names to protect privacy rights).

LEGAL BACKGROUND

7. In California, two statutes govern the sale and use of consumer reports: the Consumer Credit Reporting Agencies Act (“CCRAA”) (Cal. Civ. Code² § 1785.1 et seq.) and the Investigative Consumer Reporting Agencies Act (“ICRAA”) (§ 1786 et seq.).

8. The Legislature recognized that consumer reporting agencies play a “vital role” in “meeting the needs of commerce” for information on consumers, and that there is a need to ensure that these consumer reporting agencies “exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy.” (§§ 1785.1(b)-(d), 1786(a)-(b), (f).)

9. The purpose of both the CCRAA and the ICRAA is to require consumer reporting agencies to “adopt reasonable procedures” for selling information about consumers “in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization” of such information. (§§ 1785.1(d), 1786(f).)

10. The CCRAA governs “consumer credit reporting agencies,” which are defined, in relevant part, as “any person who, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the business of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer credit reports to third parties.” (§ 1785.3(d).)

11. The ICRAA governs “investigative consumer reporting agencies,” which are defined, in relevant part, as “any person who, for monetary fees or dues, engages in whole or in part in the practice of collecting, assembling, evaluating, compiling, reporting, transmitting, transferring, or communicating information concerning consumers for the purposes of furnishing investigative consumer reports to third parties.” (§ 1786.2(d).)

12. There is substantial overlap between the CCRAA and the ICRAA. The CCRAA and the ICRAA both govern consumer reports that are to be used for employment purposes (§§ 1785.3(c), 1786.2(b)), and both the CCRAA and the ICRAA regulate the reporting of criminal records information. (§§ 1785.13(a)(6), 1786.18(a)(7).)

² All further statutory references are to the California Civil Code unless otherwise indicated.

1 13. A criminal background check report that is to be used for employment purposes is
2 thus both a “consumer credit report” under the CCRAA and an “investigative consumer report”
3 under the ICRAA. (§§ 1785.3(c), 1786.2(b)-(c).)

4 14. The CCRAA and the ICRAA require consumer reporting agencies to “follow
5 reasonable procedures to assure maximum possible accuracy of the information concerning the
6 individual about whom the report relates.” (§§ 1785.14(b), 1786.20(b).)

7 15. When a consumer report is to be used for employment purposes, the CCRAA and
8 the ICRAA require that the consumer reporting agency “shall in addition maintain strict
9 procedures designed to [e]nsure that whenever public record information which is likely to have an
10 adverse effect on a consumer’s ability to obtain employment is reported it is complete and up to
11 date.” (§§ 1785.18(b), 1786.28(b).)

12 16. The ICRAA also requires that “an investigative consumer reporting agency shall not
13 furnish an investigative consumer report that includes information that is a matter of public record
14 and that relates to an arrest, indictment, [or] conviction . . . unless the agency has verified the
15 accuracy of the information during the 30-day period ending on the date on which the report is
16 furnished.” (§ 1786.18(c).)

17 17. The CCRAA and the ICRAA empower consumers to protect their reputation
18 information by requiring that background check companies allow a consumer to inspect all files
19 about her that are maintained by the company. (§§ 1785.10, 1786.10.) The company must also
20 make a copy of any background check report available to the consumer, upon request, for at least
21 two years after the date that such a report is issued. (§ 1786.11.)

22 18. If a consumer disputes the accuracy of any information in a criminal background
23 check report, the consumer reporting agency “shall, without charge, reinvestigate and record the
24 current status of the disputed information or delete the item from the file” within 30 days of
25 receiving the dispute. (§ 1786.24(a).)

26 19. Additionally, the consumer reporting agency must provide a written notice to the
27 consumer that details the results of any reinvestigation. (§§ 1785.16(d), 1786.24(g).)

28 20. An investigative consumer reporting agency that fails to comply with any

1 requirement of the ICRAA is liable for the greater of \$10,000 per violation, or actual damages
 2 sustained by the subject of the report, as well as reasonable attorneys' fees and costs of suit for the
 3 prevailing plaintiff. (§ 1786.50(a).) If an investigative consumer reporting agency's violations are
 4 grossly negligent or willful, it may be liable for punitive damages. (§ 1786.50(b).)

5 21. Any person who is aggrieved by a violation or threatened violation of the CCRAA
 6 and who seeks and obtains injunctive relief to compel compliance with the CCRAA shall be
 7 awarded court costs and attorney's fees pursuant to Section 1021.5 of the California Code of Civil
 8 Procedure. (§ 1785.31(b), (f).)

9 **FACTUAL ALLEGATIONS**

10 22. First Advantage and Verifications are "investigative consumer reporting agencies"
 11 that sell "investigative consumer reports" containing criminal records information to third parties
 12 for employment purposes.³

13 23. First Advantage and Verifications are also "consumer credit reporting agencies"
 14 under the CCRAA, and the criminal background check reports that they regularly sell for
 15 employment purposes are "consumer credit reports" under the CCRAA. (§ 1785.3(c), (d).) The
 16 criminal records information in Defendants' reports are not obtained through personal interviews.

17 24. First Advantage acquired Verifications on or about November 2013. Upon
 18 information and belief, First Advantage and Verifications began integrating their systems for
 19 employment background check reports shortly after the acquisition.

20 25. In August 2014, Plaintiff Jane Roe submitted a job application to an employer.

21 26. That employer ordered a background check report about Roe from Verifications.

22 27. The Verifications report improperly stated that Roe had been convicted in 2008.

23 28. This 2008 case against Roe had been previously dismissed in August 2013 pursuant
 24 to California Penal Code § 1203.4, a remedial statute that provides a mechanism to remove "the

25
 26 ³ See First Advantage Background Services Corp., *California Legal Compliance*, p. 1,
 27 <https://www.fadv.com/%5CPortals%5C0%5CDownloads%5CFCRA%5CCALegalCompliance.pdf> (last visited August 8, 2016) (noting that the ICRAA "covers all reports such as criminal
 28 searches, employment verifications, education verifications and references").

blemish of a criminal record,” and “reward an individual” who has demonstrated rehabilitation by restoring her to her former status in society. *People v. Guillen* 218 Cal.App.4th 975, 998 (2013).

29. At the time the Defendants prepared the criminal background check report on Roe in August 2014, they knew, or should have known, that this 2008 case had been dismissed.

30. The court docket at the San Francisco Superior Court stated that Roe’s 2008 case was transferred to Alameda County Superior Court pursuant to California Penal Code § 1203.9, which means that the Alameda County court had accepted “the entire jurisdiction over the case effective the date that the transferring court order[ed] the transfer.” Cal. Penal Code § 1203.9(b).

31. In Alameda County Superior Court, the court docket clearly stated that the case had been transferred from San Francisco in 2011, pursuant to Penal Code § 1203.9, and that the Alameda County Superior Court had dismissed the case in 2013, pursuant to Penal Code § 1203.4.

32. All of this information was readily available to Defendants on the face of the readily available court dockets in San Francisco and Alameda counties, yet they failed to report it correctly.

33. The Defendants’ report on Roe did not include *any* information about the 1203.9 transfer nor the subsequent 1203.4 dismissal.

34. This report on Roe “illustrates how important it is for . . . a company that traffics in the reputations of ordinary people[] to train its employees to understand the legal significance of the documents they rely on.” *Dennis v. BEH-1, LLC*, 520 F.3d 1066, 1071 (9th Cir. 2008).

35. Neither Verifications nor First Advantage had any procedures in place regarding the reporting of cases that have been transferred pursuant to California Penal Code § 1203.9.

36. Neither Verifications nor First Advantage had any procedures in place regarding the reporting of cases that have been dismissed pursuant to California Penal Code § 1203.4.

37. In fact, neither Verifications nor First Advantage had any state-specific procedures in place to ensure that its court researchers are properly interpreting California court records.

38. On August 21, 2014, the employer rescinded Roe’s job offer based on the inaccurate information that had been provided by Defendants in their background check report about Roe.

39. Two days later, Roe’s application for another job at that same employer was also rejected.

1 40. Roe was distressed and mortified that this outdated information had been disclosed
2 to her potential employer. As a direct result of Defendants' unlawful and inaccurate background
3 check report about her, Roe lost job opportunities and suffered injury to her reputation,
4 embarrassment, humiliation, and emotional distress.

5 41. After her reputation and job prospects at the first location were damaged by the
6 Defendants' report, Roe decided to apply for a job with the same employer at a different location.
7 In this later job application, Roe felt compelled to disclose the 2008 criminal case, but she also
8 disclosed that the 2008 case had been transferred to Alameda County and expunged.

9 42. The Defendants were aware that Roe had disclosed in her later job application that
10 the 2008 case had been transferred to Alameda County and expunged, yet the Defendants issued
11 *another* report which inaccurately and unlawfully stated that Roe had a conviction from 2008.

12 43. Roe did not understand why the dismissal in 2013 continued to appear on her report
13 as a conviction from 2008, and she wanted to correct the error because she feared it would happen
14 again when applying to other employers.

15 44. By October 2014, at the latest, the Verifications website stated that the
16 "Verifications, Inc. business has been combined with First Advantage" and redirected consumers
17 seeking to file a dispute of a Verifications report to the First Advantage webpage for consumers.

18 45. On January 20, 2015, Roe submitted a Notice of Dispute via certified mail to the
19 address for the First Advantage Consumer Center listed on its webpage for consumers.

20 46. Roe received a confirmation that her dispute was delivered on January 27, 2015.

21 47. Neither First Advantage nor Verifications responded to this dispute.

22 48. On June 9, 2015, Roe emailed First Advantage to both ask for an update on her
23 January 20, 2015 dispute and to submit another dispute of the Defendants' August 2014 report.

24 49. First Advantage replied that it had no record of the January 20, 2015 dispute and
25 asked Roe for a dispute ticket reference number.

26 50. On June 15, 2015, Roe emailed that she had never received a dispute ticket
27 reference number from the January 20, 2015 dispute. In an effort to help First Advantage locate her
28 consumer file, she provided the order number listed on the August 2014 report.

1 51. First Advantage replied that it could not locate a background check report under her
2 name, nor any disputes of such a report.

3 52. Neither First Advantage nor Verifications investigated Roe's June 9, 2015 dispute.

4 53. Roe then mailed an additional request for her consumer file to a South Dakota
5 address for the Applicant Services department at Verifications. That mail was redirected to
6 Minnesota and eventually arrived in Illinois in a Zip Code where Verifications has an office.

7 54. Roe never received a response to this request for her consumer file.

8 55. During the ensuing months, Roe made several calls to First Advantage to try to track
9 down a copy of her report and a record of her disputes, but First Advantage could not locate them.

10 56. In November 2015, a First Advantage representative told Roe that Verifications
11 reports are on a different platform that First Advantage representatives cannot access.

12 57. Roe called several more times in the next two months. The First Advantage
13 representatives said they were looking into it, but were not able to locate her report or her disputes.

14 58. First Advantage had acquired Verifications two years prior, in November 2013, and
15 the Verifications website had been redirecting consumers to the First Advantage webpage for over a
16 year, since at least October 2014. Yet the First Advantage representatives could not provide Roe
17 any information regarding the August 2014 employment background check report that had been
18 provided to her potential employer, nor investigate her disputes of that report.

19 59. The Defendants' repeated failures to process Roe's disputes of the Defendants'
20 reports caused Roe to fear that she had lost the benefit of her 1203.4 dismissal. Roe feared that this
21 inaccurate criminal records information would appear on future consumer reports and further
22 damage her reputation when she applied to other jobs. Because of this fear, Roe restricted her job
23 searches and thus limited her potential career opportunities. Defendants' inability to correct the
24 error in Roe's consumer file—or even *locate* her file—caused Roe distress for nearly two years.

25 60. When First Advantage acquired Verifications Inc. in October 2013, it boasted about
26
27
28

1 acquiring Verifications' client base⁴, to which it could sell new background check reports. However,
 2 First Advantage did not give sufficient attention to the consumers (and the consumer files) that were
 3 also swept up in that acquisition. First Advantage and Verifications had a duty to treat these
 4 consumers fairly and equitably, yet the integration of the Verifications and First Advantage systems
 5 was so grossly negligent that Roe's consumer file was lost in limbo for over a year.

6 61. Later, in June 2016, after Roe had emailed yet again to request her consumer file,
 7 First Advantage was finally able to locate her consumer file. After reviewing the file, Roe could see
 8 that the inaccurate criminal records information was still there and that First Advantage had never
 9 processed any of her several disputes.

10 62. On June 29, 2016, Roe emailed yet another dispute to First Advantage regarding the
 11 unlawful reporting of the 2008 criminal records information.

12 63. On August 4, 2016, more than 30 days after First Advantage had received Roe's
 13 latest dispute, Roe emailed First Advantage asking for an update on her dispute. First Advantage
 14 simply replied: "Your dispute has been completed with the case information removed."

15 64. After purportedly concluding its reinvestigation following Roe's June 2016 dispute,
 16 First Advantage did not send Roe a revised version of her report nor provide her a written notice
 17 informing her that she could request "a description of the procedure used to determine the accuracy
 18 and completeness of the information," as required by Civil Code section 1786.24(g). This notice
 19 requirement in section 1786.24(g) is important for consumers like Roe because it often provides
 20 information about how the original error occurred, and can give consumers some peace of mind
 21 that the error won't reoccur in the future.

22 65. Over nine months later, Roe discovered that First Advantage had also been negligent
 23 in its *reinvestigation* following her dispute. First Advantage had only deleted the 2008 case from Roe's
 24

25 ⁴ Press Release, First Advantage Background Services Corporation, *First Advantage Acquires*
 26 *Verifications, Inc. Building on Vision to Transform the Industry* (October 30, 2013),
 27 http://www.marketwired.com/printer_friendly?id=1846617 ("As a result of the acquisition,
 28 First Advantage will add over 4,000 new clients to its over 41,000 current client relationships
 that process more than 15 million applicants annually.")

1 reports because it flubbed the search of its own criminal records database during its reinvestigation:
 2 First Advantage entered Roe's *residential address* in the "Name" field when searching for her name,
 3 which predictably yielded no results. Thus, the Defendants never discovered *why* the initial reports
 4 were inaccurate, and they remained unaware that the 2008 San Francisco case had been transferred
 5 to Alameda County and subsequently dismissed in 2013.

6 66. This negligent reinvestigation puts Roe at further risk. First Advantage sells criminal
 7 background check reports to many employers in California, including employers to which Roe is
 8 interested in applying. If an employer orders a report about Roe in the future, and First Advantage
 9 enters her actual name (not her address) in the "Name" search field of its database, there is a risk
 10 that the 2008 case will again be included in a criminal background check report about Roe.

11 **FIRST CAUSE OF ACTION**

12 **(Violations of California Civil Code § 1786.20(b))**

13 **(Against All Defendants)**

14 67. Roe hereby incorporates by reference the preceding paragraphs.

15 68. Defendants failed to "follow reasonable procedures to assure maximum possible
 16 accuracy of the information" about Roe, in violation of Civil Code section 1786.20(b).

17 69. Defendants repeatedly failed to accurately report the criminal records information
 18 that was readily available on the court dockets in San Francisco and Alameda counties.

19 70. Defendants' violations were willful and/or grossly negligent.

20 71. Defendants' violations entitle Roe to damages including, but not limited to, the
 21 actual harms suffered by Roe as a direct legal, proximate, and foreseeable result of Defendants'
 22 violations, or statutory damages of \$10,000, and punitive damages. (§ 1786.50(a)-(b).)

23 **SECOND CAUSE OF ACTION**

24 **(Violations of California Civil Code § 1785.14(b))**

25 **(Against All Defendants)**

26 72. Roe hereby incorporates by reference the preceding paragraphs.

27 73. Defendants fail to "follow reasonable procedures to assure maximum possible
 28 accuracy of the information concerning the individual about whom the report relates," in violation

1 of Civil Code § 1785.14(b).

2 74. Roe has been aggrieved by Defendants' violations of this requirement, and Roe and
3 other California job applicants are aggrieved by Defendants' threatened violations of this
4 requirement when preparing any future consumer reports on them.

5 75. Roe is entitled to seek injunctive relief to compel Defendants' compliance with this
6 requirement in the CCRAA. (§ 1785.31(b), (d).)

7 **THIRD CAUSE OF ACTION**

8 **(Violations of California Civil Code § 1786.28(b))**

9 **(Against All Defendants)**

10 76. Roe hereby incorporates by reference the preceding paragraphs.

11 77. "A consumer reporting agency which furnishes a consumer report for employment
12 purposes . . . shall in addition maintain strict procedures designed to insure that whenever public
13 record information which is likely to have an adverse effect on a consumer's ability to obtain
14 employment is reported it is complete and up to date." Civ. Code § 1786.28(b).

15 78. Defendants failed to recognize that Roe's 2008 criminal case had been transferred to
16 Alameda County, and do not have any procedures in place to ensure that its court researchers will
17 search the transferee county following a transfer of a case pursuant to Penal Code § 1203.9.

18 79. Defendants also do not have procedures in place to recognize when a case has been
19 dismissed pursuant to Penal Code § 1203.4.

20 80. Defendants' violations were willful and/or grossly negligent.

21 81. Defendants' violations entitle Roe to damages including, but not limited to, the
22 actual harms suffered by Roe as a direct legal, proximate, and foreseeable result of Defendants'
23 violations, or statutory damages of \$10,000, and punitive damages. (§ 1786.50(a)-(b).)

24 **FOURTH CAUSE OF ACTION**

25 **(Violations of California Civil Code § 1785.18(b))**

26 **(Against All Defendants)**

27 82. Roe hereby incorporates by reference the preceding paragraphs.

28 83. "A consumer credit reporting agency which furnishes a consumer credit report for

1 employment purposes . . . shall, in addition, maintain strict procedures designed to ensure that
 2 whenever public record information which is likely to have an adverse effect on a consumer's ability
 3 to obtain employment is reported it is complete and up to date." Civ. Code § 1785.18(b).

4 84. Defendants failed to recognize that Roe's 2008 criminal case had been transferred to
 5 Alameda County, and do not have any procedures in place to ensure that its court researchers will
 6 search the transferee county following a transfer of a case pursuant to Penal Code § 1203.9.

7 85. Defendants also do not have procedures in place to recognize when a case has been
 8 dismissed pursuant to Penal Code § 1203.4.

9 86. Roe has been aggrieved by Defendants' violations of this requirement, and Roe and
 10 other California job applicants are aggrieved by Defendants' threatened violations of this
 11 requirement when preparing any future consumer reports on them.

12 87. Roe is entitled to seek injunctive relief to compel Defendants' compliance with this
 13 requirement in the CCRAA. (§ 1785.31(b), (d).)

14 **FIFTH CAUSE OF ACTION**

15 **(Violations of California Civil Code § 1786.18(c))**

16 **(Against All Defendants)**

17 88. Roe hereby incorporates by reference the preceding paragraphs.

18 89. Defendants failed to verify the accuracy of the criminal records information about
 19 Roe during the 30-day period ending on the date on which each report was furnished, in violation
 20 of Civil Code section 1786.18(c).

21 90. Defendants' violations were willful and/or grossly negligent.

22 91. Defendants' violations entitle Roe to damages including, but not limited to, the
 23 actual harms suffered by Roe as a direct legal, proximate, and foreseeable result of Defendants'
 24 violations, or statutory damages of \$10,000, and punitive damages. (§ 1786.50(a)-(b).)

25 **SIXTH CAUSE OF ACTION**

26 **(Violations of California Civil Code § 1786.10(a))**

27 **(Against All Defendants)**

28 92. Roe hereby incorporates by reference the preceding paragraphs.

1 93. “Every investigative consumer reporting agency shall, upon request and proper
2 identification of any consumer, allow the consumer to visually inspect all files maintained regarding
3 the consumer at the time of the request.” Cal. Civ. Code § 1786.10(a)

4 94. Roe requested a copy of her consumer file on multiple occasions over the course of
5 many months, and the Defendants failed to provide her a copy or allow her to inspect the file. In
6 fact, the Defendants could not even find Roe’s consumer file.

7 95. Defendants’ violations were willful and/or grossly negligent.

8 96. Defendants’ violations entitle Roe to damages including, but not limited to, the
9 actual harms suffered by Roe as a direct legal, proximate, and foreseeable result of Defendants’
10 violations, or statutory damages of \$10,000, and punitive damages. (§ 1786.50(a)-(b).)

11 **SEVENTH CAUSE OF ACTION**

12 **(Violations of California Civil Code § 1785.10(a))**

13 **(Against All Defendants)**

14 97. Roe hereby incorporates by reference the preceding paragraphs.

15 98. “Every consumer credit reporting agency shall, upon request and proper
16 identification of any consumer, allow the consumer to visually inspect all files maintained regarding
17 that consumer at the time of the request.” Cal. Civ. Code § 1785.10(a).

18 99. Roe requested a copy of her consumer file on multiple occasions over the course of
19 many months, and the Defendants failed to provide her a copy or allow her to inspect the file. In
20 fact, the Defendants could not even find Roe’s consumer file.

21 100. Roe has been aggrieved by Defendants’ violations of this requirement, and Roe and
22 other Californians are aggrieved by Defendants’ threatened violations of this requirement because
23 Verifications and First Advantage have mishandled the consolidation of their systems following the
24 acquisition of Verifications such that some consumers do not have access to their consumer files
25 upon request.

26 101. Roe is entitled to seek injunctive relief to compel Defendants’ compliance with this
27 requirement in the CCRAA. (§ 1785.31(b), (d).)

EIGHTH CAUSE OF ACTION

(Violations of California Civil Code § 1786.24(a))

(Against All Defendants)

102. Roe hereby incorporates by reference the preceding paragraphs.

103. The ICRAA requires First Advantage to reinvestigate any disputed information within 30 days of receiving a dispute from a consumer. Cal. Civ. Code § 1786.24(a).

104. On at least four separate occasions—following Roe’s disputes in January, June, September, and November of 2015—the Defendants failed to reinvestigate the disputed information. The Defendants neither recorded the status of the disputed information nor deleted the disputed criminal records information from Roe’s file within 30 days of receiving disputes from Roe.

105. Defendants’ violations were willful and/or grossly negligent.

106. Defendants’ violations entitle Roe to damages including, but not limited to, the actual harms suffered by Roe as a direct legal, proximate, and foreseeable result of Defendants’ violations, or statutory damages of \$10,000, and punitive damages. (§ 1786.50(a)-(b).)

NINTH CAUSE OF ACTION

(Violations of California Civil Code § 1786.24(g))

(Against All Defendants)

107. Roe hereby incorporates by reference the preceding paragraphs.

108. “An investigative consumer reporting agency shall provide notice to the consumer of the results of any reinvestigation under this section by mail or, if authorized by the consumer for that purpose, by other means available to the agency. The notice shall include . . . a notice that, if requested by the consumer, a description of the procedure used to determine the accuracy and completeness of the information shall be provided to the consumer by the investigative consumer reporting agency, including the name, business address, and telephone number of any furnisher of information contacted in connection with that information. . .” Civ. Code § 1786.24(g).

109. Defendants never provided this notice, in violation of Civil Code section 1786.24(g).

110. Defendants’ violations were willful and/or grossly negligent.

111. Defendants’ violations entitle Roe to damages including, but not limited to, the

1 actual harms suffered by Roe as a direct legal, proximate, and foreseeable result of Defendants’
 2 violations, or statutory damages of \$10,000, and punitive damages. (§ 1786.50(a)-(b).)

3 **TENTH CAUSE OF ACTION**

4 **(Violations of California Civil Code § 1785.16(d))**

5 **(Against All Defendants)**

6 112. Roe hereby incorporates by reference the preceding paragraphs.

7 113. “A consumer credit reporting agency shall provide written notice to the consumer of
 8 the results of any reinvestigation under this subdivision, within five days of completion of the
 9 reinvestigation. The notice shall include . . . “a notice that, if requested by the consumer, a
 10 description of the procedure used to determine the accuracy and completeness of the information
 11 shall be provided to the consumer by the consumer credit reporting agency, including the name,
 12 business address, and telephone number of any furnisher of information contacted in connection
 13 with that information. . .” Civ. Code § 1785.16(d).

14 114. Defendants never provided this notice, in violation of Civil Code section 1785.16(d).

15 115. Roe has been aggrieved by Defendants’ violations of this requirement, and Roe and
 16 other California job applicants are aggrieved by Defendants’ threatened violations of this
 17 requirement when preparing any future consumer reports on them.

18 116. Roe is entitled to seek injunctive relief to compel Defendants’ compliance with this
 19 requirement in the CCRAA. (§ 1785.31(b), (d).)

20 **ELEVENTH CAUSE OF ACTION**

21 **(Violations of Business and Professions Code § 17200 *et seq.*)**

22 **(Against All Defendants)**

23 117. Roe hereby incorporates by reference the preceding paragraphs.

24 118. The Unfair Competition Law (“UCL”) defines unfair competition to include any
 25 “unlawful, unfair, or fraudulent” business act or practice. Cal. Bus. & Prof. Code § 17200 *et seq.*

26 119. Defendants engaged in unlawful and unfair business practices under the UCL by
 27 violating multiple sections of the ICRAA and the CCRAA.

28 120. Roe was injured in fact and lost money or property as a result of these unlawful and

1 unfair business practices. Roe incurred costs—including mailing costs, transportation costs, and fees
 2 for the retrieval and copying of court records—while attempting to correct the errors in Defendants’
 3 inaccurate and unlawful consumer reports.

4 121. Roe is entitled to seek injunctive relief to prevent Defendants’ use of any practice
 5 which constitutes unfair competition. Cal. Bus. & Prof. Code § 17203.

6
 7 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 8 1. For statutory damages of \$10,000 per violation of the ICRAA, or damages to be proven
- 9 at trial, whichever is greater;
- 10 2. For punitive damages;
- 11 3. For injunctive relief;
- 12 4. For costs of suit herein incurred;
- 13 5. For reasonable attorney’s fees;
- 14 6. For interest as allowed by law; and
- 15 7. For such other and further relief as the Court may deem proper.

16
 17 Dated: July 12, 2017

/s/ Craig Davis

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 19 Craig Davis
 LAW OFFICES OF CRAIG DAVIS
 Attorney for Plaintiff Jane Roe

20
 21 **DEMAND FOR JURY TRIAL**

22 Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby requests a trial by jury on all
 23 issues so triable. The Court has set a jury trial for April 9, 2018. (ECF Dkt. 24).

24
 25 Dated: July 12, 2017

/s/ Craig Davis

26
 27 Craig Davis
 LAW OFFICES OF CRAIG DAVIS
 Attorney for Plaintiff Jane Roe